

Remarks

Claims 1-8 are pending, with claims 1, 6, and 8 being independent claims. Claims 9-15 are new. Applicant respectfully requests reconsideration and allowance of the pending claims in view of the following remarks.

A. Claim Rejections Under 35 U.S.C. § 102

Claims 1 and 2 are rejected under 35 U.S.C. § 102(a) as being anticipated by Neil Stuart, The Benefit of Integrated Systems: A Case Study, Pages 1-7, (“Stuart”). Applicant submits that the pending claims 1 and 2 are presently in condition for allowance as each and every element of the pending claims are not disclosed by Stuart as follows.

In the Office Action, the Examiner contends that Stuart anticipates a method for providing network access to a building. This argument is respectfully traversed and it is submitted that the invention is fully distinguished from Stuart, as explained in more detail below.

Stuart describes physical redundancy in a network design. (Stuart, Page 6, Left Hand Column, Entitled “Network Design”). Stuart also describes in the same section, flexibility and ease of adding new services so that “as user requirements grow the request for high bandwidth is assured.” Although Stuart teaches a flexible network that can assure bandwidth to users, the present claims provide bandwidth to users in a specific manner not taught by Stuart.

With regard to claim 1, Stuart does not teach, suggest, or describe each of the elements of independent claim 1, in particular because it does not 1) purchase bulk bandwidth from a bandwidth grid and provide the bulk bandwidth at a core switch connected to the communications network, and 2) divide up the bulk bandwidth and distribute it to a plurality of building switches connected to the core switch, the building switches capable of supplying the divided up bulk bandwidth to individual tenants, as is presently claimed.

For example, the present claims “purchase the bulk bandwidth from a bandwidth grid,” and provide the “bulk bandwidth” to a “core switch.” Thus, the present claims provide “a single point of access for provision of bandwidth by network service providers.” (Paragraph 14)

The present claims also assure bandwidth to individuals by “dividing” the bandwidth and distributing it to “building switches.” For example, the present claims cover bulk bandwidth that is “aggregated and delivered to building 200 in bulk at core switch 274 by an outside carrier 275 such as, for example, SBC, Worldcom, Qwest or Level (3). The building switches “positioned along backbone 272 are also part of BON 270 and serve to deliver bandwidth to individual tenants in building 200.” (Paragraph 30).

There is no teaching in Stuart of buying bandwidth in bulk from a bandwidth grid, nor the method for transferring it from a core switch to a plurality of building switches. Therefore, Stuart does not teach, suggest, or describe claim 1. Applicant asserts that independent claim 1 is in a condition for allowance. Since claim 2 depends from claim 1, Applicant asserts that claim 2 is also in condition for allowance. Applicant respectfully requests that the Examiner withdraw the rejection under 35 USC § 102(a).

B. Rejection Of Claims 4 and 5 Under 35 U.S.C. § 103

Claims 4 and 5 are rejected under 35 U.S.C. § 103(a) as being unpatentable over Stuart. The Examiner states that Stuart teaches all of the limitations of claims 4 and 5, except “Stuart doesn’t specify tower occupants can report network issues and request service using a centralized website,” (claim 4) or “providing access to other tower services and amenities using the web site,” (claim 5). The Examiner takes official notice that “using a web site to report network issues and request service and or accessing any other service available is notoriously known in the art.” The rejection is traversed as follows.

An invention is unpatentable if the differences between it and the prior art would have been obvious at the time of the invention. As stated in MPEP § 2143, there are three requirements to establish a *prima facie* case of obviousness. First, there must be some suggestion or motivation, either in the references themselves or in the knowledge generally

available to one of ordinary skill in the art, to modify the reference or to combine reference teachings. Second, there must be a reasonable expectation of success. Finally, the prior art reference (or references when combined) must teach or suggest all the claim limitations. The teaching or suggestion to make the claimed combination and the reasonable expectation of success must both be found in the prior art, and not based on Applicant's disclosure.

Claim 4 depends from claim 1. Claim 5 depends from claim 4, which depends from claim 1. Thus each of the claims depends either directly or indirectly from claim 1. Claim 1 includes the limitations where 1) bulk bandwidth is purchased from a bandwidth grid and provides at a core switch connected to the communications network, and 2) the bulk bandwidth is divided up and distributed to a plurality of building switches connected to the core switch, the building switches capable of supplying the divided up bulk bandwidth to individual tenants.

Since a method, which includes buying bandwidth in bulk, providing it at a core switch, and dividing it up at building switches is not taught by Stuart one would not be motivated to combine Stuart with the official notice to achieve the present claims because there is no suggestion at all that buying bandwidth in bulk is preferable, providing it at a core switch is possible, or dividing it up between building switches is a feasible manner of distributing the bulk bandwidth. Therefore, even if the official notice can be used to include the web based aspects of claims 4 and 5, the official notice does not add any description capable of adding the additional limitations found in amended claim 1 from which claims 4 and 5 depend.

Moreover, as described in sub-section A, Stuart does not teach, suggest, or describe the limitations of claim 1. As such, Stuart, in combination with the official notice of the Examiner still does not teach all of the limitations of claims 4 and 5, which depend from claim 1.

Thus, the combination of Stuart and the official notice still fails to suggest the limitations of the claims and would not be reasonably expected to succeed if they were combined. Therefore, Applicant requests that the rejection of claims 4 and 5 be withdrawn.

C. Rejection Of Claims 3, 6, and 7 Under 35 U.S.C. § 103

Claims 3, 6, and 7 are rejected under 35 U.S.C. § 103(a) as being unpatentable over Stuart in view of U.S. Patent Application No. 2004/0165545 (“Cook”). The Examiner states that Stuart teaches all of the limitations of claims 3, 6, and 7, except Stuart “doesn’t specify the communication network comprises a plurality of wireless LAN access points,” (claim 3), or “providing [a] wireless connection,” (claim 6), or that the bandwidth is sold to tower occupants with “a built-in profit margin (claim 7). The Examiner states that Cook teaches these limitations. The rejection is traversed as follows.

An invention is unpatentable if the differences between it and the prior art would have been obvious at the time of the invention. As stated in MPEP § 2143, there are three requirements to establish a *prima facie* case of obviousness. First, there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine reference teachings. Second, there must be a reasonable expectation of success. Finally, the prior art reference (or references when combined) must teach or suggest all the claim limitations. The teaching or suggestion to make the claimed combination and the reasonable expectation of success must both be found in the prior art, and not based on Applicant’s disclosure.

Claim 3 depends from claim 2. Claim 6 is independent. Claim 7 depends from claim 6. Since claim 3 depends indirectly from claim 1, it is discussed herein. Claim 1 includes the limitations where 1) bulk bandwidth is purchased from a bandwidth grid and provides at a core switch connected to the communications network, and 2) the bulk bandwidth is divided up and distributed to a plurality of building switches connected to the core switch, the building switches capable of supplying the divided up bulk bandwidth to individual tenants.

Since a method, which includes buying bandwidth in bulk, providing it at a core switch, and dividing it up at building switches is not taught by Stuart one would not be motivated to combine Stuart with Cook to achieve the present claims because there is no suggestion at all that buying bandwidth in bulk is preferable, providing it at a core switch is possible, or dividing it up between building switches is a feasible manner of distributing the bulk bandwidth. Therefore, even if Cook is relied on for the description of the “LAN access points,” in claim 3, Cook does not add any description capable of adding the additional limitations found in amended claim 1 from which claim 3 indirectly depends.

Moreover, as described in sub-section A, Stuart does not teach these limitations. As such, Stuart, in combination with Cook still does not teach all of the limitations of claim 1, from which claim 3 indirectly depends.

Regarding claim 6, it includes limitations similar to claim 1. For the same reasons outlined with respect to claim 1, Stuart in view of Cook does not teach all of the limitations of claim 6, nor do they create a motivation to combine. Claim 7 depends from claim 6. Claim 7 is not obvious in light of Stuart and Cook for at least the same reasons.

Thus, the combination of Stuart and Cook still fails to suggest the limitations of the claims and would not be reasonably expected to succeed if they were combined. Therefore, Applicant requests that the rejection of claims 3, 6, and 7 be withdrawn.

D. Rejection Of Claim 8 Under 35 U.S.C. § 103

Claim 8 is rejected under 35 U.S.C. § 103(a) as being unpatentable over Stuart in view of David M. Cutrer, et al., Building the FO Infrastructure, IEEE 1995, Pages 13-17 (“Cutrer”). The Examiner states that Stuart teaches all of the limitations of claim 8, except Stuart “doesn’t specify providing wireless LAN access points, configured to provide wireless network access, throughout the building.” The Examiner states that Cutrer teaches these limitations. The rejection is traversed as follows.

An invention is unpatentable if the differences between it and the prior art would have been obvious at the time of the invention. As stated in MPEP § 2143, there are three requirements to establish a *prima facie* case of obviousness. First, there must be some

suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine reference teachings. Second, there must be a reasonable expectation of success. Finally, the prior art reference (or references when combined) must teach or suggest all the claim limitations. The teaching or suggestion to make the claimed combination and the reasonable expectation of success must both be found in the prior art, and not based on Applicant's disclosure.

Claim 8 is independent. Claim 8 includes the limitations where 1) a single point of access is "coupled to the fiber optics network infrastructure" for provision of bandwidth by network service providers; 2) a plurality of building switches are "coupled to the single point of access for delivering portions of the bandwidth to individual tenants"; and 3) wireless LAN access points are "coupled to the fiber optics network infrastructure" to provide wireless network access throughout the building.

Since a network, which includes a single point of access coupled to a fiber optics network infrastructure, a plurality of building switches coupled to the single point of access, and LAN access points coupled to the fiber optics network infrastructure is not taught by Stuart one would not be motivated to combine Stuart with Cutrer to achieve the present claims because there is no suggestion to purchase a portion of the bandwidth from a bandwidth grid or provide the bandwidth at a single access point. Therefore, even if Cutrer is relied on for the description of the wireless LAN access points, configured to provide wireless network access, throughout the building, Cutrer does not add any description capable of adding the additional limitations found in amended claim 8.

Regarding claim 8, it includes limitations similar to claim 1. For the same reasons outlined with respect to claim 1, Stuart in view of Cutrer does not teach all of the limitations of claim 8. Thus, the combination of Stuart and Cutrer still fails to suggest the limitations of the claim and would not be reasonably expected to succeed if they were combined. Therefore, Applicant requests that the rejection of claim 8 be withdrawn.

E. New Claims 9-15

New claims 9-15 include subject matter originally disclosed in the specification. New claim 9 includes the limitation of “documenting a change to the communications network” in the step of automating. New claim 10 includes the limitation of “documenting an upgrade to the communications network” in the step of automating. New claim 11 includes the limitation that the wireless LAN access points are distributed throughout the communications network. Claims 12 and 13 introduce the concept of an on-site and off-site network manager. Claims 14 and 15 introduce the limitation of negotiating with a bandwidth provider who provides the network bandwidth to independent claims 1 and 6.

New claims 9-15 are fully supported by the specification. New claims 9-15 are in a condition for allowance for at least the reasons provided with respect to claims 1-8. Therefore, Applicant requests that a notice of allowance be issued for new claims 9-15.

F. Conclusion

If the Examiner has any questions or comments regarding the above Remarks, or if a discussion would be beneficial to advance prosecution, the Examiner is urged to contact the undersigned at the number listed below.

Respectfully submitted,
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Dated: September 19, 2007

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